

SAMPLE PARK AND RIDE LEASE AGREEMENT with considerations

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THIS LEASE, dated this (date) day of (month), (year), is entered into by and between the (Owner of Property), a business organized and existing under the laws of the State of South Carolina (hereinafter referred to as the "OWNER"), and (Your Organization Name), a corporation organized and existing under the laws of the State of South Carolina (hereinafter referred to as "LESSEE"),

RECITALS

WHEREAS, Lessee desires to use property owned by Owner as a Park and Ride Lot for van pooling; and

WHEREAS, Owner is willing to grant Lessee a lease to use its property for Park and Ride and van pooling purposes;

NOW, THEREFORE, the parties intending to be legally bound by the terms and conditions contained in this document, in consideration of the mutual promises and the terms and conditions set forth in this agreement, the parties hereby agree as follows:

ARTICLE I – PREMISES

Section 1.1 - Description of Premises: Owner leases to Lessee, and Lessee leases from Owner, on the terms and conditions stated below, the parking lot area shown in attached Exhibit A, (hereinafter referred to as the "Premises") located at (Address of parking lot).

Section 1.2 - Use of Premises:

1.2.1 Lessee shall use the Premises only for the following purpose(s): A Park and Ride lot for Lessee employees. Lessee will own all improvements it places on the Premises, but will obtain Owner's prior written consent and comply with applicable laws and regulations prior to placing improvements on the Premises. Owner shall continue to have the use of the Premises, but may not grant the use of the Premises to any third party, which would materially interfere with Lessee's use of the parking facilities.

1.2.2 No other use may be made of the Premises without the prior written approval of OWNER.

ARTICLE II – TERM

Section 2.1 - Term: The term of this Lease shall commence as of (date) day of (month), (year), and shall continue through (date) day of (month), (year) ("Lease Term"), with _____ additional _____-year options through (month), (year).

ARTICLE III – RENT

Section 3.1 - Rent: As of the execution of this Lease, Lessee shall pay Owner rent for the full term in a lump sum in the amount of \$ _____. Rent for the option years shall be at a rate to be mutually negotiated by the parties, with the understanding that rent is reflective of maintenance and repair costs to the Premises. Lessee and Owner agree to share the reasonable maintenance costs of the Premises with Lessee contributing 50 percent based on the usage by Lessee's van pools.

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Section 3.2 Governmental Charges: Lessee shall have no obligation to pay any taxes, assessments, property taxes or other governmental charges against the Premises for its use of the Premises.

ARTICLE IV - LESSEE'S OTHER OBLIGATIONS

Section 4.1 - Lessee's Improvements to Property

4.1.1 Subject to Section 4.2, Lessee may construct, at its cost, and with Owner's prior approval, related improvements and all necessary fixtures, equipment, and signage and accessories to maintain the Lessee's Park and Ride.

Section 4.2 - Improvements/Alterations: Lessee shall make no construction, alteration, or changes on or to the Premises without the prior written consent of Owner.

4.2.1 No such work shall be undertaken until Lessee has procured and paid for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations required with respect to the work. Procurement of such permits and authorizations shall be subsequent to Lessee's obtaining Owner's approval pursuant to Section 4.2.

4.2.2 All work shall be performed in a good and workmanlike manner and to all laws and regulations. All work shall be prosecuted with reasonable dispatch.

Section 4.3 - Maintenance: Owner shall keep and maintain the Premises in good and substantial repair and condition. Owner shall notify Lessee of any need for repairs and alterations to Lessee signage on the Premises.

Section 4.4 - Advertisement Signs: Subject to the provisions hereof, Lessee may install or cause to be installed appropriate signs on the Premises to advertise the nature of its operations. The cost of such installations and operation thereof shall be borne by Lessee. Lessee shall not erect, install, nor permit to be erected, installed or operated upon the Premises herein any sign or other advertising device without first having obtained Owner's written consent thereto, which shall not be unreasonably withheld, as to size, construction, location, and general appearance.

ARTICLE V - OWNER OBLIGATIONS AND WARRANTIES

Section 5.1 - Delivery of Premises: Lessee shall have the right to possession of the Premises as of the date of the term hereof.

Section 5.2 - Owner's Warranty of Ownership: Owner warrants that it is the owner of the Premises and has the right to lease said Premises under the terms of this Lease. Lessee's possession of the Premises will not be disturbed by Owner or anyone claiming by, through or under Owner and Owner will defend Lessee's right to quiet enjoyment of the Premises from disturbance by anyone claiming by, through or under Owner.

Section 5.3 - Condition of Premises: Owner warrants and represents that the Premises are in good condition, free from potholes or other hazards to Lessee employees using the Premises. Owner shall be responsible for all normal wear and tear maintenance, cleaning and lighting during the hours between _____ AM and _____ PM. Owner shall notify Lessee promptly of any defects in the Premises or in Owner's other property used for ingress to, or egress from, the Premises that

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could cause injury or damage to Lessee employees using the van pool.

Section 5.4 – Access to Premises: Lessee employees using the van pools may use other walkways and roadways belonging to Owner for reasonable vehicle and pedestrian ingress to, and egress from, the Premises. Lessee's employees and van drivers may not have access to Owner's buildings on the Premises.

ARTICLE VI - INDEMNITY, INSURANCE, AND DAMAGE AND DESTRUCTION

Section 6.1 - General Indemnity: Lessee covenants and agrees to indemnify, save and hold harmless, Owner, its directors, officers, agents, and employees from and against any and all actual or potential liability claims, demands, damages, expenses, fees (including attorneys', and accountants' fees), fines, penalties, suits, proceedings, actions, and causes of action (collectively "Costs") which may be imposed upon or incurred by Owner to the extent caused by the negligence of Lessee, its employees, or contractors.

6.1.1 "Costs" shall include, but not be limited to: (i) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (ii) the cost, expense or loss to Owner of any injunctive relief, including preliminary or temporary injunctive relief, applicable to Owner or the Premises; (iii) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal there from or any administrative proceeding or appeal there from whether or not taxable as costs, including, without limitation, attorneys' fees, witness fees (expert and otherwise), deposition costs, copying and telephone charges and other expenses; and (iv) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

6.1.2 Lessee shall, at its sole expense, defend any and all actions, suits, and proceedings relating to matters covered by the indemnity set forth in Section 6.1 which may be brought against Owner or in which Owner may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against Owner in any such action or proceeding.

6.1.3 Owner shall indemnify, hold harmless, and defend Lessee and its representatives, officers, directors, and employees from any loss or claim made by third parties including legal fees and costs of defending actions or suits, resulting directly or indirectly from Owner's performance or nonperformance of this lease, where the loss or claim is attributable to the negligence or intentional fault of Owner, its employees, representatives, patrons or agents.

6.1.4 If the loss or claim is caused by the joint or concurrent negligence or other fault of Lessee and Owner, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

ARTICLE VII - TERMINATION

Section 7.1 - Termination by Owner: Owner shall be entitled to terminate this Lease, with ____ months written notification.

Section 7.2 - Termination by Lessee: Lessee shall be entitled to terminate this Lease with ____ months written notification.

Section 7.3 - Duties on Termination: Upon termination of the Lease or termination of possession, for any reason, Lessee

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shall deliver to Owner the Premises and Improvements in good condition. Signs constructed by Lessee with permission from Owner shall be removed. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored.

Section 7.4 - Holding Over: If Lessee shall hold over after the expiration or termination of the Lease Term or any extension thereof, and shall not have agreed in writing with Owner upon the terms and provisions of a new lease prior to such expiration, at Owner's discretion, Lessee shall be deemed a year to year holdover tenant or a tenant at sufferance. In the event Owner deem Lessee as a holdover tenant, Lessee shall remain bound by all terms, covenants, and agreements hereof. Lessee and Owner agree to negotiate in good faith an appropriate compensation and/or a new Lease Agreement.

Section 7.5 – Refund of Rent: If Owner terminates this lease prior to the term end date, and Lessee is not in default; Owner agrees to refund to Lessee a pro-rata amount of the Rent.

ARTICLE VIII - GENERAL PROVISIONS

Section 8.1 - Assignment and Sublease:

8.1.1 Except as provided herein, no part of the Premises nor any interest in this Lease may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Premises be conveyed or conferred on any third person by any other means, without the prior written consent of Owner. Any assignment or attempted assignment without Owner's prior written consent shall be void. This provision shall apply to all transfers by operation of law. Lessee shall have the right to transfer or assign this Lease to any governmental agency, provided that such agency agrees to assume the obligation under this Lease.

8.1.2 Consent in one instance shall not prevent this provision from applying to a subsequent instance.

Section 8.2 – Nonwaiver: Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

Section 8.3 - Law of South Carolina: This Lease shall be governed by the laws of the State of South Carolina.

Section 8.4 - No Benefit to Third Parties: Owner and Lessee are the only parties to this Lease and as such are the only parties entitled to enforce its terms. Nothing in this Lease gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

Section 8.5 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to Owner at (Mailing address of Owner), and to Lessee at (Mailing address of Lessee). Date of service of such notice is the date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

Section 8.6 - Survival: All covenants and conditions (including but not limited to indemnification agreements), set forth in this Lease, the full performance of which are not required prior to the expiration or earlier termination of this Lease, and

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all covenants and conditions which by their terms are to survive, shall survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

Section 8.7 - Partial Invalidity: If any provision of this Lease or the application thereof to any person or circumstance is at any time or to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 8.8 - No Partnership: This Lease is not intended to create a partnership or joint venture between the Owner and Lessee, or to create a principal/agent relationship between them.

Section 8.9 - Headings: The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

Section 8.10 - Modification: Any modification of the Lease shall be mutually agreed upon and reduced to writing and shall not be effective until signed by the parties hereto.

Section 8.11 - Warranty of Authority: The individuals executing this Agreement warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting herein.

Section 8.12 - Entire Agreement: It is understood and agreed that this instrument contains the entire Agreement between the parties hereto. It is further understood and agreed by Lessee and Owner that no party's agents have made representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by either party against the other for, and shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement.

Section 8.13 - Mediation: Should any dispute arise between the parties to this Lease other than dispute regarding (1) the failure to pay rent or other payments as required by this Lease, or (2) possession, it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in (County of Park & Ride location), South Carolina unless both parties agree otherwise. The parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten days, or if the parties fail to agree on a mediator within ten days, a mediator shall be appointed by the presiding judge of the (County of Park & Ride location) County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

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IN WITNESS HEREOF, the parties have subscribed their names hereto the year and date first written above.

OWNER

Organization: _____

Signature: _____

Name of Responsible Party (printed): _____

Title of Responsible Party: _____

LESSEE

Organization: _____

Signature: _____

Name of Responsible Party (printed): _____

Title of Responsible Party: _____

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